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Contract Database Metadata Elements

Title: **Hastings-on-Hudson Union Free School District and Hastings Custodial Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (1996)**

Employer Name: **Hastings-on-Hudson Union Free School District**

Union: **Hastings Custodial Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

Local: **1000, Westchester County Local 860**

Effective Date: **07/01/96**

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Hastings-On-Hudson Ufsd And Csea
Local 860 (Hastings Custodial Unit)

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AGREEMENT

by and between the
BOARD OF EDUCATION
of the
HASTINGS-ON-HUDSON UNION
SCHOOL DISTRICT

and the
CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.

Local 1000, AFSME, AFL-CIO



Hastings Custodial Unit
Westchester County Local 860

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

FEB 12 1998

CONCILIATION

July 1, 1996 - June 30, 1999

TABLE OF CONTENTS

1.	RECOGNITION	Page (1)
2.	SALARIES	Page (1)
3.	RETIREMENT	Page (5)
4.	HOSPITALIZATION	Page (5)
5.	DENTAL PLAN	Page (7)
6.	VACATION SCHEDULE	Page (7)
7.	PAID HOLIDAYS	Page (8)
8.	HOLIDAY SCHEDULE	Page (8)
9.	BUILDING CHECKS	Page (8)
10.	PERSONAL DAYS	Page (8)
11.	BEREAVEMENT LEAVE	Page (8)
12.	SUBSTITUTES	Page (9)
13.	PROTECTION - SECTION 75	Page (9)
14.	SENIORITY	Page (9)
15.	PROMOTIONS/EVALUATIONS	Page (9)
16.	PAYROLL DEDUCTIONS	Page (10)
17.	INSURANCE	Page (10)
18.	BULLETIN BOARD	Page (11)
19.	FIELD REPRESENTATIVE VISITS	Page (11)
20.	GRIEVANCE REPRESENTATIVE	Page (11)

TABLE OF CONTENTS

(CONTINUED)

21.	CONTRACTING OUT WORK	Page (11)
22.	TEMPORARY ASSIGNMENTS - REASSIGNMENT	Page (11)
23.	DISTRIBUTION OF THE AGREEMENT	Page (11)
24.	CONVENTION OBLIGATION	Page (12)
25.	RECIPROCAL RESPECT	Page (12)
26.	SEPARABILITY	Page (12)
27.	WORKERS' COMPENSATION	Page (12)
28.	SICK LEAVE	Page (12)
29.	AUTOMOTIVE REPAIRS (STIPEND)	Page (12)
30.	SNOW DAYS	Page (13)
31.	NEW HIRES	Page (13)
32.	SEVERANCE LEAVE PAY	Page (13)
33.	DURATION	Page (13)
34.	LABOR MANAGEMENT COMMITTEE	Page (13)
35.	VISION PLAN	Page (13)
36.	LIFE INSURANCE	Page (14)

This contract between the Board of Education of the Hastings-on-Hudson Union Free School District (hereinafter the "District" or the "Board") and the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO for the Hastings Custodial Unit (hereinafter the "CSEA") is for a three year period commencing July 1, 1996 and ending June 30, 1999.

1. RECOGNITION

The Hastings-on-Hudson Board of Education recognizes the Civil Service Employees Association, Local 1000, AFSCME, AFL-CIO for the Hastings Custodial Unit as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for a bargaining unit of custodial and maintenance employees including but not limited to the following titles: Custodians, Cleaners, Maintenance, Senior Custodians, Head Custodians, Groundsmen and Laborers.

2. SALARIES

- a. Effective July 1, 1996 each step of the salary schedule in effect shall reflect a three (3.0%) percent increase. Additionally, any employee due an increment shall advance accordingly.

Effective July 1, 1997, each step of the salary schedule in effect shall reflect a three (3.0%) percent increase. Additionally, any employee due an increment shall advance accordingly.

Effective July 1, 1998, each step of the salary schedule in effect shall reflect a three (3.0%) percent increase. Additionally, any employee due an increment shall advance accordingly.

- b. Overtime

Time and one-half at the employee's regular hourly rate of pay shall be paid for all work performed by cleaners and custodians above the normal scheduled work week. Maintenance men assigned custodial overtime shall be paid at the applicable step on their salary schedule but at the rate of the corresponding step on the custodial salary schedule. The time and one-half rate of pay shall be paid for all work performed on the sixth day of a defined work week with a minimum of two hours guaranteed. Forty hours shall constitute a work week. Sick time, personal day, excused leave with pay shall be deemed a day worked. The Board of Education shall have the right to assign employees to overtime work in the case of an emergency as determined by the Administration.

- c. Double Time

Double time shall be paid for work performed on Sundays and holidays.

d. Overtime Distribution

Where possible, every effort shall be made to equitably distribute custodial overtime between custodians and cleaners and maintenance men at the rate of pay described in 2.b.

e. Premium Pay (Night Differential)

Employees who regularly work the night shift shall receive ten (10%) percent hourly differential in pay for all night shifts worked. For purposes of overtime, any employee assigned to work the night shift shall have his salary adjusted to reflect the ten (10%) percent night differentials.

For substitutes and overtime, the night shift shall be defined as 3:00 p.m. to 6:00 a.m. Regular night shifts shall be defined 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. or any 8 hour period after 3:00 p.m. and before 7:00 a.m. Night shift differential shall apply to all employees working the regular night shift.

f. Call Outs

An employee who is called in to work before commencement of his regular shift or back to work after the completion of his/her regular shift shall be guaranteed the following minimum hours: Monday through Friday, two hours; Saturday and Sunday, four hours.

g. Longevity

Effective July 1, 1996, a longevity increment shall be granted as follows:

After nine years of service	\$525.
After fourteen years of service	\$625.
After nineteen years of service	\$725.
After twenty-four years of service	\$925.

Effective July 1, 1997, a longevity increment shall be granted as follows:

After nine years of service	\$550.
After fourteen years of service	\$650.
After nineteen years of service	\$750.
After twenty-four years of service	\$950.

Effective July 1, 1998 a longevity increment shall be granted as follows:

After nine years of service	\$575.
After fourteen years of service	\$675.
After nineteen years of service	\$775.
After twenty-four years of service	\$975.

To be eligible, June 30th annually shall be the date for determining full years of service for longevity. Longevity shall be paid in one lump sum on the payroll before Christmas.

h. Work Day - Work Week

1. To determine overtime, a custodial working day is defined. Day shift shall be defined as 8 hours of work on the job. During this 8 hour period, one 15 minute coffee break in the a.m. and one 15 minute coffee break in the p.m. Night shift shall be defined as hours worked after 3:00 p.m. A regular night shift shall consist of 8 hours including ½ hour off for lunch for a total of 8 hours on the job. A work week is defined as 40 hours. Work week is further defined as Sunday, 12:00 a.m. through Saturday, 12:00 midnight. Overtime for all personnel shall be defined as work performed in excess of 40 hours. In determining whether or not overtime rate is due, time spent eating lunch is not included whether or not the employee receives pay for time. The work day and work week shall not be changed to affect the payment of overtime.
2. During the officially adopted school calendar year, the regular work day shall be reduced for custodian and maintenance personnel one hour during officially designated school recesses when the schools are closed. All other days the regular work day shall apply.
3. From July 1 to August 31 the work day shall be reduced by one hour.
4. The District may institute a work week of Tuesday through Saturday (hereinafter "Saturday work week"). In the event such work week is instituted, any employee assigned to the same shall not be entitled to any premium pay (except for night differential if assigned to the night shift) notwithstanding any other provision of this Agreement.

The District may assign not more than two (2) bargaining unit members to such work week. The position classification(s) to be assigned, the work shift(s) to be assigned and the District facilities to which the bargaining unit members will be assigned shall be at the sole discretion of the District, provided that if the first employee(s) assigned to the Saturday work week are assigned using subparagraph C below, the District will assign only employees in the position classification of Cleaner. After the first assignment of employees, the procedure set

forth herein shall be followed, so long as no bargaining unit member employed as of July 1, 1994 shall be involuntarily assigned to the Saturday work week. Work shift(s) during a Saturday work week, i.e. day and night shift(s) shall be the same hours as presently worked during the work week which does not include Saturday.

The following procedure shall be utilized to determine the bargaining unit employee(s) to work the Saturday work week.

- A. Volunteer(s) from the appropriate position classification(s), as determined by the Superintendent or his designee, will be sought to staff the Saturday work week. The Superintendent or his designee shall have the right, in the event there are more volunteers than positions open, to choose among volunteers.
- B. If there are insufficient volunteers to staff all positions for the Saturday work week and there is or are temporary or substitute employee(s) who have worked in an appropriate position within the District for no less than 6 months, said temporary or substitute employee(s) will be assigned to the Saturday work week.
- C. If the Saturday work week position or positions are not filled, utilizing the procedure set forth above, the least senior member(s) of the bargaining unit in the designated position classification(s) will be assigned to the Saturday work week.

The District shall have the right to change the position classification(s) which are assigned to the Saturday work week. In the event of a change in such position classification(s), which prevent an employee who is currently working the Saturday work week from continuing to so work, the above procedure shall be utilized to select a successor bargaining unit member. The bargaining unit will be given 30 days notice of the initial selection of the job classification(s) to be assigned to the Saturday work week and unless the Superintendent or his designee finds that an emergency situation exists, 30 days notice of any subsequent change of the position classification(s) to be assigned to the Saturday work week.

If a new employee is hired within the bargaining unit in an appropriate position classification (with less seniority than a bargaining unit member working the Saturday work week), said new employee shall be assigned to the Saturday work week within 30 days of hire, in the event the existing Saturday work week employee no longer wishes to work the Saturday work week.

All current practices contained in this agreement which pertain to the existing Monday through Friday work week shall be utilized with regard

to the Saturday work week.

In the event the position classification(s) for the Saturday work week are to be revised by the District, the unit shall, upon request, have the opportunity to discuss the same with the Superintendent or his designee.

Subsequent to the commencement of the Saturday work week, if a unit member in an appropriate position classification shall volunteer for the Saturday work week and the unit member then working the Saturday work week does not wish to continue in the Saturday work week, the volunteer unit member shall be placed, by the District, in the Saturday work week within 30 days of the date of his request.

I. Work Shoes

The District will pay to each bargaining unit member the cost, up to a maximum of \$75 annually, for the purchase of work shoes, upon provision of a receipt for purchase of the same to the District. Upon provision to the District of a note from a physician that a bargaining unit member cannot wear work shoes, the District will pay the cost up to a maximum of \$75 annually to an employee, upon provision of a receipt, for purchase of equivalent footwear for work.

3. RETIREMENT

It is agreed that in addition to the provisions of Retirement and Social Security Law Section 75i, the provisions of Retirement and Social Security Law Section 41j (approval of Unused Sick Leave as Additional Service Credit on Retirement) shall be granted at no expense to the employee.

4. HOSPITALIZATION

- a. Effective July 1, 1996 members of the bargaining unit opting for health insurance coverage under the terms of this Agreement shall be obligated to pay a portion of the premium through payroll deduction, based upon the schedule set forth below:

Health Insurance Annual Premium Contribution

Single person	\$120.00.
Two Persons	\$252.00.
Family	\$269.00.
Family - Kaiser	\$252.00.
Individual - Kaiser	\$100.00.

For 1996/97, contributions shall be pro-rated from the date of Board of Education approval of this Agreement (January 13, 1997).

- b. Members of this bargaining unit shall receive either individual or family coverage for hospitalization. The Board of Education shall pay the full cost of the premium for all members and any member who elects to take another option i.e., HMO, the District will pay an equivalent sum to that paid for the insurance plan in effect and the employee shall assume any additional cost.

The Board shall pay eighty-five (85%) percent of the cost of hospitalization for all retired employees who have completed at least ten (10) years of service with the district and their dependents.

The District reserves the right to change health insurance carriers so long as the benefits being offered by the new insurance carrier or self-insured benefits are comparable to the overall benefits schedule being provided by the District for eligible employees, dependents, and retirees at the time of conversion. However, it is understood and agreed that moderate changes in co-pays and deductibles shall not be considered a change in the overall benefit structure.

The Board of Education reserves the right to change health insurance carriers. However, the Board of Education agrees to give the CSEA one hundred twenty (120) calendar days notice prior to a conversion. At the time of such notice, the Board of Education shall also provide details of the plan to which it proposes to change. Within sixty (60) calendar days of such notice, the CSEA shall provide the Board with a statement as to its position on whether the new plan is equal to or better than the overall benefit schedule of the current plan. If the CSEA objects to any portion of the plan it must indicate where the new plan is out of compliance. The parties will work together to resolve areas of alleged non-compliance within thirty (30) calendar days of CSEA submission. Within ninety (90) calendar days of the Board's original notice, the CSEA may immediately demand expedited arbitration by submitting such a demand to either of the following two arbitrators: Susan Mackenzie, Esq., or Dr. Arthur Jacobs.

If the CSEA does not demand arbitration within the ninety (90) day period, the Board may convert to the proposed plan. An arbitration date will be set by the arbitrator within thirty (30) days of submission of such demand and an award shall be rendered by the arbitrator within ten (10) days of the final date of hearing with a decision to follow thereafter. If the arbitrator determines that the proposed plan is not equal to or better than the overall benefit schedule in effect at the time of the proposed conversion, the Board shall be ordered by the arbitrator to remain in the existing plan. If the challenged portion of the proposed plan is equal to or better than the plan in effect at the time of the proposed conversion, the Board may convert to the new plan.

Members of the bargaining unit who are covered under another health insurance plan through either a spouse or relative may opt to waive coverage under the District's insurance policy for a full year by completing the appropriate form furnished by the District. In order to be eligible for this

option, a member of the bargaining unit must certify that he or she has health insurance through another source other than the District. The District will pay these employees an amount equal to 50% of the net savings in premiums that would be expended on their behalf taking into account any retirement or social security that must be paid, should such be necessary. An employee may reduce coverage (i.e., family to individual) and receive 50% of the net savings. Employees electing to waive or reduce coverage must do so by October 15, with the provisions of this paragraph taking effect on January 1. Payment to the employee shall be made in two halves with the first half being made during the first payroll period in October. Reinstatement of full coverage may be made by notifying the District in writing no later than October 15 of the succeeding year. Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source, the previously stated notification deadlines may be waived to the extent that there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, as permitted by the District's carrier, the employee will repay, pro rata, any amount already forwarded to him or her.

5. DENTAL PLAN

The following rates shall apply:

effective July 1, 1996 the Board will contribute \$600 per employee;

effective July 1, 1997 the Board will contribute \$650 per employee;

effective July 1, 1998 the Board will contribute \$675 per employee.

6. VACATION SCHEDULE

Employees working less than one year shall accumulate vacation time at the rate of one day per month with a maximum of ten (10) days.

Two weeks vacation after one (1) year of service.

Three weeks vacation after five (5) years of service.

Four weeks vacation after ten (10) years of service.

After twenty-one (21) years of service, an additional day shall be granted annually up to a maximum of twenty-five (25) days.

Employees may request vacation at a time other than the summer months. However, the vacation schedule for any employee is subject to the approval of the Superintendent of Buildings and Grounds whose determination shall be final. An employee may request his/her paycheck in advance of commencing an approved

vacation so long as a written request for such paycheck has been submitted at least three weeks prior to the commencement of the vacation period.

The amount of vacation which may be utilized by an employee shall be determined as of July 1 following an employee's anniversary date. Vacation days will be prorated for employees who have not served one full year effective July 1 following the employee's date of hire.

7. PAID HOLIDAYS

Sixteen (16) paid holidays shall be guaranteed for each year of the contract.

8. HOLIDAY SCHEDULE

Specific dates of holidays are to be arranged between the Union and the Superintendent or his designee. The holiday schedule shall be compatible with the officially adopted school district calendar. Holidays occurring between July 1 and the date of school opening in September shall be included in the schedule for custodial personnel.

9. BUILDING CHECKS

Those employees assigned to check buildings on weekends shall receive a minimum of three (3) hours at time and one-half ($1 \frac{1}{2}$) the hourly rate for Saturdays and a minimum of three (3) hours at double the hourly rate for Sundays.

10. PERSONAL DAYS

Five days personal leave shall be granted each employee, not to be cumulative. Two of these five days may be granted as personal without reason. These days may be used for official religious observance, house closings, legal court appearances, offspring's graduation from high school and above, and such other cogent reasons as determined by the Superintendent of Schools. Permission must be obtained in advance and will not be withheld without just cause. Personal days shall not be deducted from cumulative sick leave. If at the end of the fiscal year, an employee has not used his unexplained personal days, they shall be forwarded to his accumulated sick leave.

11. BEREAVEMENT LEAVE

- a. Up to five days per year per occurrence non-cumulative shall be granted each employee as bereavement leave in the event of death in the immediate family. Immediate family shall be defined as Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-Law, Father-in-Law, Step-father or Step-mother.
- b. Three days non-cumulative bereavement leave per year may be allowed for

each death of a member of the family in the following relationship:
Grandparent, Aunt, Uncle, Brother-in-Law, Sister-in-Law, Niece, Nephew, First
Cousin.

12. SUBSTITUTES

Whenever an employee is absent, a substitute should be hired when available and when, in the opinion of the immediate supervisor, such a substitute is required. If substitutes are not available, regular employees may be called in and paid in accordance with this agreement.

13. PROTECTION - SECTION 75

Protection under Section 75 of the Civil Service Law will be granted to all non-competitive and labor class employees upon completion of one (1) year satisfactory service as a regular full time employee.

14. SENIORITY

- a. Seniority shall commence from most recent date of full time employment and shall be used in determining vacation plans when a conflict occurs, and in any other area where seniority has a bearing on the issue.
- b. Seniority shall be a consideration on lateral openings and seniority shall prevail when such persons are qualified and acceptable to those who will be responsible for their supervision.
- c. Where, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, all non-competitive class employees of the District will be afforded the same seniority rights as competitive class employees provided said employees in the opinion of the employer meet the qualifications for the available position.

15. PROMOTIONS/EVALUATIONS

- a. Notice of all promotional opportunities shall be posted and eligible employees may apply for same and be considered ahead of non-employees of the district. Where more than one person applies, and all are equally qualified, the one with highest record of performance and the most seniority will be given preference. (Provisional appointments or non-competitive titles). This rule will also be taken into consideration as far as is possible when appointments are to be made from a certified open-competitive or promotional civil service list.
- b. Whenever a person is promoted from one classification to another classification, the person shall be moved to a corresponding salary on the salary guide for the higher classification. On promotion the minimum amount of salary increase shall be \$200 or the nearest step thereafter.

- c. Members of the bargaining unit will be evaluated at least annually and will be given an annual performance appraisal.

16. PAYROLL DEDUCTIONS

- a. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210 on a payroll period basis. No other labor organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The employer agrees to submit to the Civil Service Employees Association Inc., 143 Washington Avenue, Albany, N.Y. 12210, each payroll period, a list itemizing the deductions of each employee.

- b. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, N.Y. 12210.

CSEA hereby holds the School District harmless for any funds deducted and transmitted pursuant to this provision and agrees to indemnify the School District from any liability resulting from such deductions. The CSEA hereby represents that it has instituted a lawful rebate procedure which complies with all statutory and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by a Court of competent jurisdiction, the School District shall no longer have an obligation to deduct agency shop dues until such time as CSEA's rebate procedure is deemed lawful by an appropriate authority.

17. INSURANCE

The District agrees that an insurance company representative designated by the local CSEA shall be allowed to canvass eligible employees as to whether or not they wish to participate in said optional insurance program. Such canvassing shall only be done with prior arrangements with the school administration so that such will not interfere with the necessary work of the employee.

18. BULLETIN BOARD

The local CSEA shall have the right to post appropriate notices and communications on bulletin board maintained on the premises and facilities of the employers in the custodial employees' area.

19. FIELD REPRESENTATIVE VISITS

The President of the Westchester Local 1000 of the CSEA, or his designated agent, or the designated Field Representative shall have the right to visit the facilities of the employer under the conditions prescribed in the Board of Education "Visitors to School".

20. GRIEVANCE REPRESENTATIVE

Employees designated or elected for the purpose of adjusting grievance and maintaining administration rights of the agreement shall have freedom to discuss same, provided such discussions do not interfere with the completion of their regularly assigned duties.

21. CONTRACTING OUT WORK

Work usually performed by employees in the bargaining unit will not be contracted out if it will result in the loss of basic employment to employees covered by this assignment.

22. TEMPORARY ASSIGNMENTS - REASSIGNMENT

An employee may be assigned temporarily to perform the duties of a higher classification only in emergencies for the purpose of replacing another employee who is off with pay, on leave of absence, sick leave, bereavement leave, personal leave or vacation. Where an employee is assigned temporarily to perform the duties of a higher classification, no change in pay shall be made until such assignment has been preformed for five consecutive working days. On the sixth day, the employee shall be entitled to the beginning rate for the assignment.

When an employee is temporarily assigned to perform the duties of a lower classification, he shall be guaranteed his regular rate of pay. In the event it is deemed necessary to transfer an employee or change his/her work hours, consultation with the person to be transferred shall be made one week prior to the transfer unless there are any extenuating circumstances.

23. DISTRIBUTION OF THE AGREEMENT

The employer agrees to furnish the local President copies of the agreement for distribution to all employees.

24. CONVENTION OBLIGATION

The right of one elected delegate of the unit to attend CSEA State Organizational Conferences; such time will be allowed with full pay under personal leave policy of this Agreement, not to exceed four man days per year.

25. RECIPROCAL RESPECT

Upon ratification of the agreement, it shall be the obligation of both the Board and the Hastings Unit CSEA and its employees to loyally support the agreement. Neither the employer nor the local CSEA through their officers, members, representatives, agents, or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of the agreement.

26. SEPARABILITY

If any legislation or court decision renders any portion of this agreement invalid or unenforceable, the invalid or unenforceable provisions shall be severed from this contract and the remaining provisions shall continue in full force.

27. WORKERS' COMPENSATION

Employees who are deemed to be disabled as the result of a work related incident by the Workers' Compensation Board, shall incur no loss of sick leave and shall maintain his/her regular rate of pay pursuant to the following formula: One month for each year of service with a minimum of six months. Thereafter, sick leave will be credited on a pro-rata basis.

28. SICK LEAVE

- a. Sick leave shall be cumulative to 180 days.
- b. Sick leave shall accumulate at the rate of one and a quarter (1 1/4) days per month.
- c. After five (5) or more consecutive work days of illness, a medical certificate may be required before a member of the bargaining unit can qualify for further sick leave under this Article. Additional medical certificates must be provided every two weeks that an employee remains on sick leave. Further, the employee must furnish a verification of total fitness from a physician upon his/her return to work. Also, sick leave may be used for pregnancy related disability pursuant to the terms of this Article.

29. AUTOMOTIVE REPAIRS (STIPEND)

If the Board of Education designates a member of the bargaining unit to be responsible for the repair of engines on District owned vehicles, any such employee

shall receive an annual stipend of \$500 for any year that the Board determines to so designate an employee.

30. SNOW DAYS

- a. Members of the bargaining unit are expected to report for work when school is closed due to inclement weather. If members of the bargaining unit are required to work beyond four (4) hours on days when school is closed due to inclement weather they will be paid time and one-half (1 ½) for all hours beyond four (4) hours.
- b. It is understood that a snow day schedule for night shift personnel will be mutually developed.

31. NEW HIRES

The president of the Unit will be notified of all new hires within the Bargaining Unit.

32. SEVERANCE LEAVE PAY

Because of reorganization, consolidation or for any other reason, other than disciplinary, an employee released from the District shall be granted severance pay in the amount of one week's salary for each year of employment in the District, up to a maximum of five weeks.

33. DURATION

This is the entire agreement between the parties. This agreement shall remain in effect for the three (3) year period from July 1, 1996 through June 30, 1999.

34. LABOR MANAGEMENT COMMITTEE

A Labor Management Committee shall be formed consisting of the Superintendent of Schools and/or his/her designees, and no more than two (2) selected members of the CSEA bargaining Unit.

Said committee shall meet at mutually agreed upon times.

No decision of this committee, if or when implemented, shall act as a precedent in any future situation and shall not, in any circumstances, bind the District, the Board of Education or the CSEA to take a particular action in any future situation.

35. VISION PLAN

All unit member employees shall be provided with the CSEA Family Employee Benefit Fund Platinum Vision Plan.

36. LIFE INSURANCE

All unit member employees shall be provided with life insurance in the amount of \$25,000.00. No employee may claim such benefit unless and until such insurance has been actually purchased by the School District, provided that insurance shall be purchased no later than June 30, 1997.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

Dated 2/25/97

BY Thomas Canger
President Board of Education

Dated 2/25/97

BY Jan J. Puccio
Superintendent of Schools

CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO
FOR THE HASTINGS CUSTODIAL UNIT.

Dated 2/25/97

BY E. J. Massey
President

Dated 2/25/97

BY Larry Spahr
Collective Bargaining Specialist

GRIEVANCE PROCEDURE

DEFINITIONS

1. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this contract, or of applicable existing laws, rules, procedures, regulations, administrative orders, or work rules, which relate to or involve employee health, safety physical facilities, materials or equipment furnished to employees or supervision of employees.
2. Immediate Supervisor shall mean the next higher ranking person in line of supervision.
3. Chief Administrator shall mean the Superintendent of Schools.
4. Days shall mean calendar days.
5. Representative shall mean the person or persons designated by the aggrieved employee to act in his behalf.
6. Arbitrator shall mean a person designated by the Public Employees Relations Board of the American Arbitration Association.

PROCEDURE

Step One:

The aggrieved party shall orally or in writing, present his grievance to his immediate supervisor. The immediate supervisor shall have five (5) full school days to render his decision to the aggrieved employee. If such grievance is not satisfactorily resolved at this step, the aggrieved employee may proceed to the next step.

Step Two:

The aggrieved party or his representative shall present his appeal in writing to the Superintendent of Schools. Within five (5) days of receiving this appeal, the Superintendent of Schools shall meet with all parties to the grievance. His decision will be forwarded to the aggrieved, the association representative and the immediate supervisor within ten (10) days of the meeting.

Step Three:

If the aggrieved party is not satisfied with the disposition of the grievance at step two, the aggrieved party or his representative shall present his appeal formally and in writing to the Board of Education. Within fifteen (15) days of receiving this appeal, the Board will meet with all parties to the grievance.

Step Four:

- A.** If the aggrieved is not satisfied with the disposition of the grievance at step three, and such grievance is based on an interpretation of the contract, he may, within ten (10) days notify the Board of Education in writing requesting that his grievance be submitted to advisory arbitration.
- B.** The decision of the Board of Education shall be final on any grievance not claimed as a violation of this contract.
- C.** The arbitration shall be held in accordance with Public Employment Relations Board rules.
- D.** The cost for the services of the arbitrator, including expenses, if any, shall be shared equally between the Board and the CSEA.

HASTINGS-ON-HUDSON UFSD

1996-97 Custodial Salary Schedule (Effective 7/1/96)

	I	II	III	IV	V
	-Cleaner -Laborer	-Custodian	-Senior Custodian	Custodial Groundsman Maintenance Mechanic Bldg.	-Head Custodian
1. Base Rate	25,983	28,006	30,007	31,062	38,900
2.	26,957	29,055	31,132	32,227	40,358
3.	28,595	30,304	32,363	33,590	41,731
4.	29,959	31,546	33,590	34,957	43,106
5.	31,648	33,026	35,195	36,570	44,781

Longevity: 9 years \$525
14 years \$625
19 years \$725
24 years \$925

HASTINGS-ON-HUDSON UFSD

1997-98 Custodial Salary Schedule (Effective 7/1/97)

	I	II	III	IV	V
	-Cleaner -Laborer	-Custodian	-Senior Custodian	Custodial Groundsman Maintenance Mechanic Bldg.	-Head Custodian
1. Base Rate	26,762	28,846	30,907	31,994	40,067
2.	27,766	29,927	32,066	33,194	41,569
3.	29,453	31,213	33,334	34,598	42,983
4.	30,858	32,492	34,598	36,006	44,399
5.	32,597	34,017	36,251	37,667	46,124

Longevity: 9 years \$550
14 years \$650
19 years \$750
24 years \$950

HASTINGS-ON-HUDSON UFSD

1998-99 Custodial Salary Schedule (Effective 7/1/98)

	I	II	III	IV	V
	-Cleaner -Laborer	-Custodian	-Senior Custodian	Custodial Groundsman Maintenance Mechanic Bldg.	-Head Custodian
1. Base Rate	27,565	29,711	31,834	32,954	41,269
2.	28,599	30,825	33,028	34,190	42,816
3.	30,337	32,149	34,334	35,636	44,272
4.	31,784	33,467	35,636	37,086	45,731
5.	33,575	35,038	37,339	38,797	47,508

Longevity: 9 years \$575
14 years \$675
19 years \$775
24 years \$975